

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

VICTOR SAUL CEBALLOS RUIZ,

Plaintiff,

v.

TAQUERIA SAN JOSE #1, INC, an Illinois
corporation d/b/a **TAQUERIA SAN JOSE,** and
LETICIA NAVARRO, an individual,

Defendants.

No. 15 CV 6273

Magistrate Judge Cox

ORDER

This matter is before the Court on the parties' Joint Motion for Approval of Settlement. After participating in a Court sponsored settlement conference, the parties and their respective counsel have entered into a settlement agreement that was reduced to writing, executed by the parties and their counsel and submitted to the Court for *in camera* review (the "Settlement Agreement"). The Court is familiar with the parties' claims and defenses as well as the terms of the Settlement Agreement.

IT IS HEREBY ORDERED:

1. The Court finds that the Settlement Agreement is a fair and reasonable resolution of a bona fide dispute under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* and the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1 *et seq.* The Court therefore approves the Settlement Agreement.

2. This case is dismissed, without prejudice, and all parties shall bear their own attorney's fees and costs.

3. Any party may file a motion to reinstate for the sole purpose of enforcing the parties' settlement agreement, a motion to enforce the parties' settlement agreement, or a motion

for additional time to file a motion to reinstate or a motion to enforce the settlement agreement on or before May 31, 2017.

4. The parties agree and acknowledge that all matters in dispute between them have been resolved by their Settlement Agreement; and the parties may seek to enforce their Settlement Agreement but they may not raise or re-litigate any claims that were asserted, or that could have been asserted, in the pleadings filed in captioned case.

5. In the event that no motion listed in paragraph 3 is filed on or before May 31, 2017, the case shall be dismissed with prejudice on the next business day and without further order of the Court.

ENTER:

A handwritten signature in black ink, appearing to read 'Susan E. Cox', is written over a horizontal line.

DATE: 4/15/2016

Hon. Susan E. Cox United
States Magistrate Judge